



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
001201

March 20, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT TO CONTRACT NO. 001201
EDMUND D. EDELMAN CHILDREN'S COURT/
LOS NIETOS SHUTTLE SERVICES
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the temporary additional Los Padrinos Juvenile Hall shuttle service is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve amendment to Contract 001201 for the Edmund D. Edelman Children's Court/Los Nietos Shuttle Services with Parking Company of America, to provide off-site parking shuttle services for Probation Department employees employed at Los Padrinos Juvenile Hall starting in April 2003 through February 2004, while the on-site parking area is closed during construction.
3. Authorize the Director of Public Works to disburse up to \$150,000 to fund the Los Padrinos Juvenile Hall shuttle service from April 2003 through February 2004.
4. Delegate authority to the Director of Public Works to execute the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide temporary shuttle transportation service for employees of the Probation Department under the existing Edmund D. Edelman Children's Court/Los Nietos Shuttle Services contract with Parking Company of America, LLC, which was approved by your Board on June 11, 2002, Synopsis 58. The expanded service will provide employee transportation to and from off-site parking at Los Padrinos Juvenile Hall during the period of temporary displacement of staff parking resulting from the Los Padrinos Juvenile Hall Housing Units Construction Project. The Project will affect employee parking from April 2003 to February 2004.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness. This service will improve program operations through the utilization of this contractor's expertise to effectively provide this service in a timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

The estimated additional cost to provide shuttle transportation service to Los Padrinos Juvenile Hall is \$150,000 during the construction period of April 2003 to February 2004. This will increase the contract's annual not-to-exceed amount from \$240,000 to \$390,000. The Los Padrinos Juvenile Hall shuttle service will be financed from the Chief Administrative Office Capital Projects budget. With your Board's delegated authority, the Director will execute the contract amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment (sample enclosed) will be approved as to form by County Counsel prior to execution.

This contract will continue to comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201). The contractor agrees to pay its full-time employees providing these services a living wage.

This amendment contains Board-ordered contract terms regarding jury service requirements and nonpayment for services rendered after expiration or termination of the contract.

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ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be an increase in the service provided under the Edmund D. Edelman Children's Court/Los Nietos Shuttle Services contract. There is no impact on other current services or projects in the unincorporated County areas resulting from this action.

CONCLUSION

Upon approval, please return one approved copy of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance (Valdez)

Enclosure

AMENDMENT 1 TO CONTRACT NO. 001201
CONTRACT WITH PARKING COMPANY OF AMERICA, LLC FOR
EDMUND D. EDELMAN CHILDREN'S COURT/LOS NIETOS SHUTTLE SERVICES

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2003.

WHEREAS, Contract 001201 was entered into between the County of Los Angeles (County) and Parking Company of America, LLC (Contractor), on June 11, 2002, to provide shuttle transportation services for Edmund D. Edelman Children's Court/Los Nietos; and

WHEREAS, County wishes to extend the service area to include Los Padrinos Juvenile Hall; and

WHEREAS, the Contractor is willing to perform the additional service; and

WHEREAS, the County, since the award of this Contract, has adopted the Jury Service Ordinance, Los Angeles County Code, Chapter 2.203 (Exhibit B) which requires that the businesses with which the County contracts possess reasonable jury service policies; and

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

3. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The Jury Service Program provisions shall be inserted into any such subcontract agreement.

4. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

5. Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

6. The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

7. The Contractor shall provide additional shuttle services for transporting County of Los Angeles Probation Department employees between Los Padrinis Juvenile Hall and offsite parking during construction of a new parking structure at Los Padrinis Juvenile Hall. Contractor will provide this service over a 10 hour period, Monday through Friday, with the type, capacity, and number of vehicles as may be agreed upon by the County and the Contractor. The shuttle services, support vehicles and services, and staffing requirements shall be in accordance with the Contract's vehicle rates, specifications, conditions, and terms.

8. The Contract's annual not-to-exceed amount will be increased from \$240,000 to \$390,000 or such greater sum as the Board may approve. All other terms, conditions, requirements, rates, and specifications of the original Contract shall remain in effect.

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IN WITNESS WHEREOF, the Contractor has caused this amendment to be executed by its duly authorized officers, and by the County of Los Angeles.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

PARKING COMPANY OF AMERICA,
LLC

By _____
Alex Martin Chaves, President

By _____
Nadine Chaves, Secretary